



LEROY D. BACA, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



May 10, 2011

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

69 May 10, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AMENDMENT NUMBER TWO  
TO AGREEMENT NUMBER 76819 WITH IDENTIX INCORPORATED  
FOR EQUIPMENT MAINTENANCE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE ( X ) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

Request Board approval and execution of Amendment Number Two (Amendment) to Agreement Number 76819 (Agreement) with Identix Incorporated (Identix) for equipment maintenance services to increase the contract sum for contingency funds for additional work, including software, hardware, and other professional services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor of the Board to sign the attached Amendment to the Agreement with Identix to add a contingency fund of \$500,000 to be used to acquire as-needed additional work, including software, hardware, and other professional services for a revised total maximum contract sum of \$4,547,990.
2. Delegate additional authority to the Sheriff or his designee to execute Change Orders and/or Amendments to the Agreement to engage Identix to provide as-needed additional work using the contingency funds.

*A Tradition of Service*

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will add contingency funds to the Agreement that will allow the Los Angeles County Sheriff's Department (Department) to keep its existing 173 livescan devices (also known in the industry as tenprint machines) current with the criminal identification requirements, as well as allow for the purchase of additional livescan devices as needed by the Department and/or the Los Angeles County's (County) District Attorney's Office, Probation Department, and Department of Coroner, in order to meet law enforcement needs. The contingency funds will additionally allow for continued development of the livescan system resulting from any change or modification of any system that interfaces with the livescan system, as well as development of any additional interfaces needed with the livescan system such as the Department's upcoming Gang Automated Registration Database System.

### **Implementation of Strategic Plan Goals**

The services and purchases provided under this Amendment support the County's Strategic Plan Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by ensuring that the Department will be able to provide information on suspects in a responsive manner, partnering with private organizations to provide the necessary expertise and equipment, and enhancing public safety by rapidly and correctly identifying suspects.

### **FISCAL IMPACT/FINANCING**

The additional cost is funded through the Remote Access Network (RAN) Board, approved by the California State Department of Justice's Automated Identification Fingerprint Identification System (AFIS) Fund Number 41079. The RAN Board approved the contingency funding of \$500,000 on March 25, 2010. The maximum contract sum will be increased from \$4,047,990 to \$4,547,990.

The RAN Board appropriates funds for the Agreement in the AFIS account under the County's budget from the State of California pursuant to Government Code Section 76102 and/or Vehicle Code Section 9215.19. There will be no net County costs incurred.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 2005, through competitive bid, Identix was awarded a purchase order contract issued by the County's Internal Services Department in the amount of over \$6 million for the purchase of new and more advanced tenprint machines, printers, and peripheral

equipment to replace the equipment purchased in 1993. The livescan system is proprietary and can only be maintained and updated by Identix, thus the Agreement was approved by the Board in November 2008 to provide for the continued maintenance of the livescan system. The Agreement is set to expire on November 30, 2012. The Los Angeles County Regional Identification System (LACRIS) maintains the world's largest network of criminal identification livescan fingerprint workstations and needs to ensure that the system is functioning adequately through the term of the Agreement.

Upgrades to the livescan system are necessary to interface and access the State of California, Department of Justice's AFIS in order to search fingerprint data, images, and to provide timely identification of all arrestees, as well as fingerprint images to ensure proper identification at crime scenes.

Identix is in the process of being acquired by Morpho (Morpho) Track, a wholly-owned subsidiary of SAFRAN USA. The Department has conducted a review of the acquisition under Board Policy Number 5.053. In order to alleviate concerns regarding Morpho's business plan with respect to the livescan devices, the Department has included provisions in the Amendment regarding: (1) Identix's obligation to perform maintenance services with respect to each model of livescan devices for a specified period of time following such model's last date of manufacture; (2) Identix's obligation to notify the County of such last date of manufacture; and (3) Identix's or, should the County approve of an assignee of Identix under Paragraph 38 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) to the Agreement, Identix's assignee's obligation to replace the livescan devices with similar devices should Identix or such assignee determine to stop providing maintenance services with respect to the livescan devices prior to the expiration or termination of the Agreement.

The Chief Information Officer recommends approval of this Amendment (CIO Analysis attached). County Counsel has approved this Amendment as to form.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The contingency funds will provide the ability for the Department to acquire needed upgrades for expeditious fingerprint and palm print identification processing, as well as reduce the untimely release of arrestees due to identification issues. This action will save time for law enforcement officials using the livescan system.

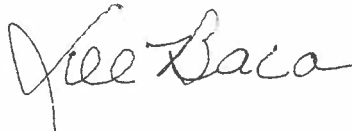
There will be no negative impact on current Department operations and services.

The Honorable Board of Supervisors  
May 10, 2011  
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**CONCLUSION**

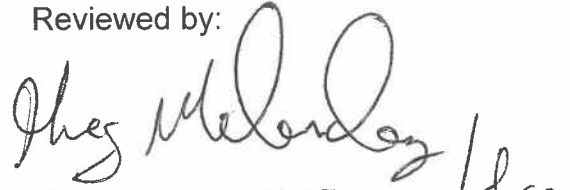
Upon approval by your Board, please return three adopted copies of this action and three adopted copies of the Amendment to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA  
SHERIFF

Reviewed by:

  
RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

**AMENDMENT NUMBER TWO**  
**TO**  
**AGREEMENT NO. 76819**  
**FOR EQUIPMENT MAINTENANCE SERVICES**

This Amendment Number Two ("Amendment No. 2") is entered into by and between the County of Los Angeles ("County") and Identix Incorporated ("Contractor"), effective as of May 10, 2011, based on the following recitals:

1. County and Contractor have entered into that certain Agreement No. 76819, dated as of November 25, 2008, effective as of December 1, 2008 (together with all Exhibits and Attachments thereto, and all as amended prior to the date hereof, the "Agreement"), for equipment maintenance services, for the benefit of County and, more specifically, its Sheriff's Department, and Amendment Number One thereto, effective as of November 2, 2010.

2. County and Contractor desire to amend the Agreement to include a contingency fund, to be used by County to engage Contractor to provide additional software, hardware, and professional services on an as-needed basis, and to make the other amendments described in this Amendment No. 2, in each case, subject to the terms and conditions of this Amendment No. 2.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 2, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, County and Contractor hereby agree as follows:

1. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 2. Unless otherwise noted, Paragraph references in this Amendment No. 2 refer to Paragraphs of the body of the Agreement, as amended by this Amendment No. 2.
2. Paragraph 1.2 (Interpretation) of Paragraph 1 (Agreement and Interpretation) is amended to add references to "Exhibit F - Defaulted Property Tax Reduction Program," and "Exhibit G - Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program" immediately after the reference to "Exhibit E2 - Contractor's Non-Employee Acknowledgement and Confidentiality Agreement."
3. Paragraph 2 (Definitions) shall be amended as follows:

- 3.1 To add the following defined terms in the proper alphabetical and numerical order, with all other defined terms being automatically renumbered accordingly:

"Acceptance" has the meaning set forth in Paragraph 5.3 (Additional Work).

"Additional Hardware" has the meaning set forth in Paragraph 5.3 (Additional Work).

"Additional Software" has the meaning set forth in Paragraph 5.3 (Additional Work).

"Additional System Software" has the meaning set forth in Paragraph 5.3 (Additional Work).

"Additional Work" has the meaning set forth in Paragraph 5.3 (Additional Work).

"Maintenance Services" has the meaning set forth in Paragraph 5.2 (Maintenance Services).

"Pool Dollars" has the meaning set forth in Paragraph 5.3 (Additional Work).

"Professional Services" has the meaning set forth in Subparagraph 5.3.

"RAN Board" means County's Remote Access Network Board, which oversees funding for this Agreement.

- 3.2 To replace the definitions of "Livescan Equipment" and "System Software" in their entirety with the following:

"Livescan Equipment" means (a) the livescan network systems equipment from time to time listed on Exhibit C (Maintenance Price Schedule and Equipment List) and (b) any Additional Hardware provided hereunder.

"System Software" means (a) any software resident on or embedded in any component of the Livescan Equipment, which contributes in any part or way to the functionality of the Livescan Equipment, as intended by the original equipment manufacturer and (b) any Additional System Software provided hereunder.

4. Paragraph 5 (Work; Approval and Acceptance) of the body of the Agreement is replaced in its entirety with the following:

## **5. WORK APPROVAL AND ACCEPTANCE**

5.1 General. During the Term, Contractor shall fully and timely perform all Work under this Agreement, including pursuant to an executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement. Contractor acknowledges that, subject to this Paragraph 5, all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable as described in Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments). All Work performed hereunder must have the written approval of County Project Director or designee prior to payment thereof. In no event shall County be liable or responsible for payment of any such Work prior to written approval thereof.

5.2 Maintenance Services. During the Term, Contractor shall provide to County all services described in Exhibit B (Statement of Work) in respect of the Livescan Equipment and the System Software (collectively, "Maintenance Services"), in exchange for County's payment of the applicable fees set forth on Exhibit C (Maintenance Price Schedule and Equipment List) in accordance with this Agreement.

5.2.1 Notwithstanding the foregoing, with respect to Livescan Equipment constituting Additional Hardware, Contractor shall commence providing Maintenance Services with respect to such Additional Hardware upon the expiration of the applicable warranty period set forth in Paragraph 12.7 of Exhibit A (Additional Terms and Conditions), in exchange for the fees, if any, identified in the applicable Change Order or Amendment for provision of such Maintenance Services. County's obligation to pay fees for such Maintenance Services is as set forth in Paragraph 10.1 (Submission of Invoices).

5.2.2 Also notwithstanding the foregoing, with respect to System Software constituting Additional System Software, Contractor shall commence providing Maintenance Services with respect to such Additional System Software upon County's Acceptance thereof in accordance with this Agreement, in exchange for the fees, if any, identified in the applicable Change Order or Amendment for provision of such Maintenance Services. County's obligation to pay fees, if any, for such Maintenance Services is as set forth in Paragraph 10.1 (Submission of Invoices).

5.2.3 With respect to each model of Livescan Equipment, Contractor shall provide Maintenance Services with respect to such model for no less than five (5) years from such model's date of last manufacture, should County elect for Contractor to provide such Maintenance Services, including, if necessary, through an extension of the Term by way of an Amendment to this Agreement in accordance with Paragraph 6 (Change Orders and Amendments).

(a) With respect to each model of Livescan Equipment, Contractor shall provide County with written notice of the date of last manufacture as and when such date is published for each model of Livescan Equipment.

(b) The obligations set forth in this Paragraph 5.2.3 shall not limit in any respect, Contractor's obligations under this Agreement to provide Maintenance Services for the Livescan Equipment during the Term. The obligations in this Paragraph 5.2.3 are, however, contingent upon this Agreement being in effect, including, if necessary, through County's extension of the Term by way of an Amendment to this Agreement in accordance with Paragraph 6.0 (Change Notices and Amendments). As an example only, if at the time of publication of a date of last manufacture with respect to a particular model of Livescan Equipment (and Contractor's delivery of written notice with respect thereto), there remains six (6) years on the Term of this Agreement, then Contractor is obligated to provide Maintenance Services on that model of Livescan Equipment for the remainder of the Term; Contractor would not, however, be obligated to enter into any extensions of the Agreement with respect to that model beyond the expiration of the Term, although Contractor may always agree to do so.

(c) As used in this Paragraph 5.2.3, "date of last manufacture" shall mean the date that Contractor publishes as the "end of life" date for a particular model of Livescan Equipment.

5.2.4 With respect to Additional Software, Contractor shall commence providing Maintenance Services with respect to such Additional Software upon the expiration of the applicable warranty period set forth in Paragraph 12.6 of Exhibit A (Additional Terms and Conditions), in exchange for the fees, if any, identified in the applicable Change Order or Amendment for provision of such Maintenance Services. County's



obligation to pay fees for such Maintenance Services is as set forth in Paragraph 10.1 (Submission of Invoices).

5.3 Additional Work. Upon the (a) written request of County Project Director made at any time during the Term and (b) execution of a Change Order or Amendment in accordance with Paragraph 6 (Change Orders and Amendments), Contractor shall provide the following to County as "Additional Work," in accordance with the applicable Change Order or Amendment and as otherwise required by this Agreement:

5.3.1 Additional Work may include:

(a) Additional System Software: Additional System Software means any customizations, modifications, enhancements, and/or interfaces (in each case, other than that which is required to be provided as Updates under Exhibit B (Statement of Work)), relating to, and designed to interoperate with, the System Software, but outside of the scope of what then constitutes the System Software, which are requested by County and provided by Contractor pursuant to a Change Order or Amendment.

(b) Additional Software: Additional Software means any commercial-off-the-shelf software products which are requested by County and provided by Contractor pursuant to a Change Order or Amendment and which do not constitute Additional System Software.

(c) Additional Hardware: Additional Hardware means additional Livescan Equipment devices and additional hardware products not then specified on Exhibit C (Maintenance Schedule and Equipment List), which are requested by County pursuant to a Change Order or Amendment.

(d) Maintenance Services: Maintenance Services for any Additional Hardware, Additional System Software and/or Additional Software which are requested by County and provided by Contractor pursuant to a Change Order or Amendment.

(e) Professional Services: Professional Services means any services, including consulting and training services, outside of the scope of services then described in Exhibit B (Statement of Work), which are requested by County and

provided by Contractor pursuant to a Change Order or Amendment and which do not constitute Maintenance Services.

5.3.2 Additional Work shall utilize and be capped by the aggregate amount set forth on Exhibit C (Maintenance Price Schedule and Equipment List) as the "Pool Dollars." In no event shall County be obligated to pay in excess of the then available Pool Dollars for Additional Work, nor shall Contractor be required to perform any Additional Work for which there are no Pool Dollars available to pay Contractor. County's obligation to pay fees for Additional Work is as set forth in Paragraph 10.1 (Submission of Invoices).

5.3.3 Upon County's request for Additional Work, Contractor shall provide to County, within seven (7) days of receipt of such request, a proposed Change Order or Amendment containing a written quotation of a maximum fixed price, the recommended Contractor's staff levels, a detailed description of Work to be performed under the Change Order or Amendment (on a task and deliverable basis, if applicable), and any other information or documentation specified under Paragraph 6 (Change Orders and Amendments) or otherwise by County Project Director. Approval of the Change Order or Amendment and of the Work to be performed thereunder shall be in accordance with Paragraph 6 (Change Orders and Amendments). Written quotations for (a) Professional Services shall use applicable hourly rates set forth on Exhibit C (Maintenance Price Schedule and Equipment List) and (b) Maintenance Services for Additional Hardware and/or Additional System Software shall use the rates identified on Exhibit C (Maintenance Price Schedule and Equipment List), if any, for the corresponding items of Livescan Equipment or System Software. Written quotations for all other Additional Work shall be at Contractor's then-current published rates.

5.3.4 Contractor's quotations under each proposed Change Order or Amendment for Additional Work shall be valid for sixty (60) days from the date of submission to County, unless such period is extended by County and Contractor.

5.3.5 With respect to Additional Work under a particular Change Order or Amendment, if at any time during testing of such Additional Work, County Project Director makes a good faith determination that one or more components of the Additional System Software, Additional Software and/or

Additional Hardware in such Additional Work have not successfully completed the testing, County shall promptly notify Contractor in writing of such failure, specifying in reasonable detail the reasons for such failure. Contractor shall immediately commence such necessary corrections and repairs to the component(s) to permit such component(s) to be ready for retesting. Contractor shall notify County when such corrections and repairs have been completed and County, at its election, shall engage in further testing.

(a) If, following the retesting, County Project Director makes a good faith determination that one or more components of Additional System Software, Additional Software and/or Additional Hardware continues to fail to successfully complete testing, County shall promptly notify Contractor in writing of County's election to either (i) permit Contractor to repeat the correction and repair process described in this Subparagraph 5.3.5 above or (ii) terminate this Agreement with respect to the component(s) which have not successfully completed testing.

(b) If County elects to terminate this Agreement under this Subparagraph 5.3.5 above, County shall thereafter owe Contractor no further obligations under this Agreement with respect to such affected component(s).

5.3.6 County's acceptance of Additional Work shall occur upon County's execution of Contractor's standard written form acceptance certificate after Contractor has installed and provided the agreed upon training for such Additional Work in accordance with the Change Order or Amendment and any related statement of work ("Acceptance").

5.4 Unauthorized Work. If Contractor provides any work, other than as specified in this Agreement, including under any executed Change Order or Amendment, the same shall be deemed a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

5. Paragraph 6 (Change Orders and Amendments) of the body of the Agreement is replaced in its entirety with the following:

**6. CHANGE ORDERS AND AMENDMENTS**

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to

make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.2.1 Using a Change Order executed by both County Project Director and Contractor Project Director for:

(a) Any change which is clerical or administrative in nature (for example: changes to Contractor or County contact information, or to correct or clarify any published statement, other clerical corrections, etc.) and does not affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement; and

(b) Any change which engages Contractor to provide Professional Services only, using available Pool Dollars, provided such change has approval of the RAN Board.

6.2.2 Using an Amendment executed by the Sheriff or such person's designee and an authorized representative of Contractor:

(a) Any change which (i) engages Contractor to provide Additional Hardware, Additional System Software and/or Additional Software, and any associated Maintenance Services and/or Professional Services, using available Pool Dollars, provided such change has the approval of the RAN Board, concurrence of the County's Chief Information Office, and approval as to form by County Counsel or (ii) replaces or deletes equipment, provided such change has the approval as to form by County Counsel;

(b) Any change which provides consent as set forth in Section 38 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) and makes any amendments related thereto; and

(c) The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain

terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer.

6.2.3 Notwithstanding any other provision of this Paragraph 6 or Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), the Sheriff shall take all appropriate action to carry out any orders of the Board of Supervisors relating to this Agreement, and, for this purpose, the Sheriff or such person's designee is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) without further action by the Board of Supervisors and/or (2) prepare and sign Amendments to this Agreement which reduce the scope of work and the Maximum Contract Sum without further action by the Board of Supervisors.

(a) Such notices of partial or total termination shall be authorized under the following conditions:

(i) Notices shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.

(ii) Notices shall have the written concurrence of County Counsel.

(iii) The Sheriff shall file a copy of all notices with the Executive Office of the Board of Supervisors and County's Chief Executive Office within fifteen (15) days after execution of each notice.

(b) Such Amendments shall be authorized under the following conditions:

(i) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives.

(ii) The Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.

(iii) Amendments shall have the written concurrence of County Counsel.

(iv) The Sheriff shall file a copy of all Amendments with the Executive Office of the Board of Supervisors or its designee and County's Chief Executive Office within fifteen (15) days after execution of each Amendment.

6.2.4 Using an Amendment executed by County's Board of Supervisors or its designee and an authorized representative of Contractor for any change other than as described in Paragraphs 6.2.1-6.2.3 above.

6. Paragraph 8 (Prices and Fees) of the body of the Agreement is replaced in its entirety with the following:

**8. PRICES AND FEES**

8.1 General. The prices and fees payable by County to Contractor for Contractor's performance of all Maintenance Services (other than as Additional Work, which is described below) shall be as set forth on Exhibit C (Maintenance Price Schedule and Equipment List). Hourly rates for Professional Services shall be as set forth on Exhibit C (Maintenance Price Schedule and Equipment List). Such prices, fees and rates are good for the Term. Subject to Paragraph 5.3.3, the prices and fees for Additional Work shall be as set forth in the applicable Change Order or Amendment and are payable as described in Paragraph 10.1.2 below. Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$4,547,990.00, and shall be allocated as set forth in Exhibit C (Maintenance Price Schedule and Equipment List).

7. Paragraphs 10.1 (Approval of Invoices) and 10.2 (Detail) of Paragraph 10 (Invoices and Payments) of the body of the Agreement are replaced in their entirety as follows:

**10. INVOICES AND PAYMENTS**

**10.1 Submission of Invoices.**

10.1.1 For Maintenance Services, all invoices shall be submitted on a monthly basis in arrears for Maintenance Services performed the previous month.

(a) In the case of Livescan Equipment constituting Additional Hardware and Additional Software, Contractor invoicing for Maintenance Services shall commence upon the second month following the expiration of the applicable warranty period for such Additional Hardware or Additional Software set forth in the applicable of Paragraph 12.6 or 12.7 of Exhibit A (Additional Terms and Conditions), as the case may be, in accordance with this Agreement.

(b) In the case of Additional System Software, County shall owe no additional fees for Contractor's provision of Maintenance Services for Additional System Software, unless otherwise specified in the applicable Change Order or Amendment. If additional fees are specified, Contractor invoicing for Maintenance Services for Additional System Software shall commence upon the second month following County's Acceptance of such Additional System Software in accordance with this Agreement.

10.1.2 For Additional Work under a Change Order or Amendment (other than Maintenance Services, which is described in Paragraph 10.1.1 above):

(a) Additional System Software: Unless otherwise specified in the applicable Change Order or Amendment, Contractor shall submit invoices for the purchase price of such Additional System Software after delivery of such Additional System Software and County shall pay properly prepared invoices for the same within thirty (30) days of County's Acceptance of such Additional System Software.

(b) Additional Software: Unless otherwise specified in the applicable Change Order or Amendment, Contractor shall submit invoices for the purchase price of such Additional

Software after delivery of such Additional Software and County shall pay properly prepared invoices for the same within thirty (30) days of County's acceptance of such Additional Software.

- (b) Additional Hardware: Unless otherwise specified in the applicable Change Order or Amendment, Contractor shall submit invoices for the purchase price of such Additional Hardware after delivery of such Additional Hardware and County shall pay properly prepared invoices for the same within thirty (30) days of County's Acceptance of such Additional Hardware.
- (c) Professional Services: Unless otherwise specified in the applicable Change Order or Amendment, Contractor shall submit invoices for Professional Services after delivery of such Professional Services and County shall pay properly prepared invoices for the same within thirty (30) days of County's Acceptance of such Professional Services.

10.1.3 All invoices submitted by Contractor for payment must have the written approval of County Project Director or designee, as evidenced by County Project Director's or designee's countersignature on the applicable invoice, prior to any payment thereof; such written approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

- (a) County's Agreement number;
- (b) Billing period and date;
- (c) Service location(s);
- (d) Evidence of County's written approval of the applicable Work; and
- (e) If for Additional Work, a copy of the applicable Change Order or Amendment and the amount of Pool Dollars available both before and after giving effect to the invoice.



8. Paragraph 14 (Survival) of the body of the Agreement is amended to add a reference to "15 (License; Replacement Products)," immediately after the reference to "14 (Survival),".
9. Paragraph 15 (License; Replacement Products) is added to the body of the Agreement in the proper numerical order as follows:

**15. LICENSE; REPLACEMENT PRODUCTS**

**15.1 License.**

(a) Subject to the terms and conditions contained herein and any use restrictions set forth in the applicable end user license agreement, Contractor grants to County a non-exclusive, non-transferrable, perpetual license to use the Additional System Software and any other software embedded in or used in conjunction with any Additional Hardware licensed and purchased by County in accordance with the terms of this Agreement. The applicable end user license agreement is as provided for below.

(i) With respect to Additional System Software, the terms of Contractor's end user license agreement which applies to the Additional System Software shall govern the County's use of the Additional System Software. Contractor shall provide true and complete copies of the applicable end user license agreements prior to County's Acceptance of such Additional System Software.

(ii) With respect to Additional Hardware, the terms of Contractor's end user license agreement that accompanies the Additional Hardware shall govern the County's use of any software embedded in or used in conjunction with such Additional Hardware. Contractor shall provide true and complete copies of the applicable end user license agreements prior to County's Acceptance of such Additional Hardware.

(b) Subject to the terms and conditions contained herein and unless otherwise specified in the applicable Change Order or Amendment, Contractor grants to County a non-exclusive, non-transferable, perpetual license to use the Additional Software that has been licensed and purchased by County in accordance with the terms of this Agreement. The terms of Contractor's end user license agreement that accompanies

Additional Software shall govern the County's use of any Additional Software. Contractor shall provide true and complete copies of the applicable end user license agreements prior to County's Acceptance of such Additional Software.

15.2 Replacement Products. If during the remainder of the term of this Agreement Contractor assigns or transfers this Agreement to a permitted assignee and subsequent to such assignment, the Contractor or the assignee communicates to County the assignee's decision to discontinue any of its Support (as defined in this Paragraph 15.2) of the Livescan Equipment and/or System Software at any time during the remainder of the term of this Agreement, then County, at its option and without limiting or altering its rights under the License, may require that Contractor or its permitted assignee replace the Livescan Equipment and System Software with similar livescan and system software products that are currently supported by Contractor or its permitted assignee (in this Paragraph 15.2, "Replacement Product") at no additional cost to County.

In this Paragraph 15.2, the term "Support" shall mean all required remedial and preventative maintenance Work on the Livescan and/or System Software during the term of this Agreement.

The assignee, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this Paragraph 15.2. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if Replacement Products are provided by Contractor or assignee:

15.2.1 Contractor, or permitted assignee, shall, at no cost to County and in accordance with a reasonable schedule determined by County, provide license for and implement the Replacement Product, convert and migrate all of County's data from the System Software format to the Replacement Product format to ensure County is able to use such Replacement Product in production;

15.2.2 Any prepaid fees for Maintenance Services shall transfer in full force and effect for the balance of the Replacement Product's Maintenance Services, at no additional cost. Contractor or Contractor's permitted assignee, as the

case may be, shall continue to provide Maintenance Services for the Replacement Product in exchange for the fees for Maintenance Services under this Agreement for the balance of the term of this Agreement;

15.2.3 All County users and support personnel shall receive reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional cost to County;

15.2.4 Any and all units of the Replacement Product or otherwise offered separately, and needed to match the original Livescan Equipment's and System Software's level of functionality or specifications shall be supplied by Contractor's permitted assignee without additional cost or penalty and shall not affect the calculation of any fees for Maintenance Services;

15.2.5 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and

15.2.6 The definitions of "Livescan Equipment" and "System Software" shall then include the Replacement Product.

10. Paragraph 12.0 (Further Warranties) of Exhibit A (Additional Terms and Conditions) is amended to add Paragraphs 12.6-12.12 in the proper numerical order as follows:

12.6 The Additional Software shall perform in accordance with its specifications and without Deficiencies for a period of one (1) year following Acceptance of the Additional Software. For breach of the warranty contained in this Paragraph 12.6, Contractor shall, at no additional charge to County, use commercially reasonable efforts to repair or replace the nonconforming Additional Software until it becomes conforming. To the extent Contractor using commercially reasonable efforts to repair or replace the nonconforming Additional Software, is unable to ensure compliance with the specifications or cure Deficiencies as applicable, without thirty (30) days of County's notice of the Deficiency to Contractor, Contractor shall terminate the license for the affected software and refund all software related fees paid by County for the Additional Software whose license was terminated, including installation, maintenance and support (if any). County shall provide Contractor with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any Deficiency. As used herein, "Deficiency(ies)" means any material defects in design, development, materials and/or

workmanship; errors; material deviations from published and/or mutually agreed upon standards; material deviations from any of the requirements specified under this Agreement.

12.7 The Additional Hardware shall be in good operating condition as per manufacturer's specifications for a period of one (1) year following Acceptance of the Additional Hardware. In support of the warranty under this Paragraph 12.7, Contractor shall, at no additional charge to County, provide all goods, services and other Work described in Exhibit B (Statement of Work) as Remedial Maintenance. The provision of such Remedial Maintenance services shall constitute County's sole remedy for breach of the warranty provision under this Paragraph 12.7.

12.8 Contractor shall provide all Professional Services in a professional and workmanlike manner by duly qualified personnel.

12.9 The Livescan Equipment, System Software, Additional Software and all components thereof shall interface and be compatible with each other.

12.10 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Livescan Equipment, System Software, Additional Software or any component thereof through any virus, device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code (in this Paragraph 12.10 each a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of the Livescan Equipment, System Software, Additional Software or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the Livescan Equipment, System Software, Additional Software, any component thereof, or the data contained therein. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on the Livescan Equipment, System Software, Additional Software or any component thereof provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component to contain any Disabling Device.

12.11 Without limiting Contractor's warranty obligations with respect to Additional Hardware or Contractor's obligations to provide Maintenance Services with respect to Additional System Software, the Additional System Software is provided on an "AS-IS" basis without warranty of any kind.

12.12 Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any third party product or service provided hereunder shall fully extend to and be enjoyed by County.

12.13 THE WARRANTIES CONTAINED IN THIS PARAGRAPH 12, AND ALL OTHER WARRANTIES IN THE AGREEMENT ARE EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR CONTRACTOR ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID ARTICLES. These warranties shall not apply to any of such products or services that shall have been repaired or altered, except by Contractor or as approved by Contractor, or to any products which have been altered or modified other than by Contractor or as approved by Contractor.

11. Paragraph 56 (County's Defaulted Property Tax Program) is added to Exhibit A (Additional Terms and Conditions) the Agreement in the proper numerical order as follows:

**56. COUNTY'S DEFAULTED PROPERTY TAX PROGRAM**

56.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their California property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

56.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of

its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

56.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 56 shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206, a copy of which is attached hereto as Exhibit F (Defaulted Property Tax reduction Program).

12. Exhibit B (Statement of Work) is restated in its entirety in the form attached to this Amendment No. 2 as Exhibit B (Statement of Work) attached hereto and incorporated by this reference.
13. Exhibit C (Maintenance Price Schedule and Equipment List) is restated in its entirety in the form attached to this Amendment No. 2 as Exhibit C (Maintenance Price Schedule and Equipment List) attached hereto and incorporated by this reference.
14. Exhibit F (Defaulted Property Tax Reduction Program) is added as an exhibit to the Agreement in the form attached to this Amendment No. 2 as Exhibit F (Defaulted Property Tax Reduction Program) attached hereto and incorporated by this reference.
15. Exhibit G (Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program) is added as an exhibit to the Agreement in the form attached to this Amendment No. 2 as Exhibit G (Contractor's Certification of Compliance with County's Defaulted Property Tax Reduction Program) attached hereto and incorporated by this reference.
16. This Amendment No. 2 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 16.1 An authorized officer of Contractor shall have executed this Amendment No. 2;
  - 16.2 County Counsel shall have approved this Amendment No. 2 as to form; and
  - 16.3 The County's Board of Supervisors shall have approved this Amendment No. 2.
17. Except as expressly provided in this Amendment No. 2, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.

18. Contractor and the person executing this Amendment No. 2 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 2 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.
19. This Amendment No. 2 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
20. This Amendment No. 2 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

\* \* \*

AMENDMENT NUMBER TWO TO AGREEMENT NO. 76819

FOR EQUIPMENT MAINTENANCE SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by their duly authorized officers, effective as of the date first set forth above.

COUNTY OF LOS ANGELES



By: Mike Antonovich  
Mayor, Board of Supervisors

ATTEST:

Sachi Hamai,  
Executive Officer/Clerk  
Board of Supervisors

IDENTIX INCORPORATED

By: Rachelle Smitherman  
DEPUTY

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: Matthew J. Diederich  
Matthew S. Diederich  
V.P. of Customer Service



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: Amanda M. L. Drukker  
Amanda M. L. Drukker  
Senior Deputy County Counsel

By: Rachelle Smitherman  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

69

MAY 10 2011



Restated under Amendment No. 2

**EXHIBIT B**  
**STATEMENT OF WORK**  
**[see attached]**

Restated Under Amendment Number Two

**EXHIBIT B**

**STATEMENT OF WORK**

**IDENTIX INCORPORATED  
EQUIPMENT MAINTENANCE SERVICES**

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## EXHIBIT B

**Statement of Work****1.0 INTRODUCTION**

Capitalized terms used in this Exhibit B (Statement of Work) (together with all attachments hereto, "Statement of Work" or "SOW") without definition have the meanings given to such terms in the body of the Agreement No. 76819 for Equipment Maintenance Services dated as of November 25, 2008, effective as of December 1, 2008, between the County of Los Angeles (County) and Identix Incorporated (Contractor), to which this Statement of Work is attached.

**1.1 Purpose**

The County's Sheriff's Department (Department) desires Contractor to provide equipment maintenance and repair services further described in this Exhibit B for the Livescan Equipment. The systems are located in every police station, Department station, criminal booking facility, the Coroners Office, Probation sites, the District Attorney's Office and all but two of the courthouses in Los Angeles County, as listed on Exhibit C, Maintenance Price Schedule and Equipment List.

**1.2 Background**

The County's criminal livescan network is a dynamic system that is designed to incorporate new technology as new generation livescan hardware, software, and processing equipment are introduced. The County's criminal livescan network went through a significant upgrade in 2005 at a cost of \$7.8 million.

The County's network in its current configuration is interfaced to the Los Angeles Automated Fingerprint Identifications System (LAFIS), the Automated Jail Information System (AJIS), a mug shot image management system, the Department's Custody Division's Defendant/Inmate Movement Management System (DIMMS), local law enforcement agencies, record management systems, and the California Department of Justice's Automated Fingerprint Identification System (AFIS). Any change or modifications to the interfacing systems impacts the configuration of the County's livescan network.

The primary functionality of the criminal livescan devices permits the digital image capture and electronic transmission of fingerprints, palm prints, booking information, and digital booking photos to the LAFIS located at the Department's Records and Identification Bureau. The capture, transmission, storage, and processing of the images and data within the network include highly sophisticated and proprietary functions designed specifically for Los Angeles County.

## **2.0 SCOPE OF SERVICES**

Contractor will be required by the Department to maintain and service the Livescan Equipment (including livescan, printer, camera, servers and other sub-components) from time to time listed on Exhibit C, Maintenance Price Schedule and Equipment List, the System Software with respect to such Livescan Equipment, and any Additional Software. As used throughout this Statement of Work, Additional Software includes only that Additional Software for which Contractor is required to commence performance of Maintenance Services in accordance with Paragraph 5.2.4 of the body of the Agreement

## **3.0 MAINTENANCE SERVICE REQUIREMENTS**

Under this Agreement, Contractor shall be responsible for the Remedial and Preventive Maintenance (each as defined below) of all the Livescan Equipment from time to time listed on Exhibit C, Maintenance Price Schedule and Equipment List, the System Software with respect to such Livescan Equipment, and the Additional Software.

## **4.0 SELF DIAGNOSTIC CAPABILITY**

Contractor shall provide a self-diagnostic capability for each device of Livescan Equipment, whereby an operator can determine that all component devices are functioning normally. This may be accomplished either by diagnostic routines performed by the operator and/or remotely initiated diagnostics performed by the Los Angeles Regional Identification System (LACRIS) staff or Contractor's representative. The devices must also be able to run self diagnostics at pre-determined times.

## **5.0 REMEDIAL MAINTENANCE SERVICE REQUIREMENTS**

Contractor shall perform full-service, on-call emergency repair Remedial Maintenance services for all Livescan Equipment from time to time listed on Exhibit C, Maintenance Price Schedule and Equipment List, the System Software with respect to such Livescan Equipment, and the Additional Software, on a twenty-four (24) hours-per-day, seven (7) day-per-week basis, including County holidays. Contractor shall provide contact information for response to requests for repairs after normal business hours.

Remedial Maintenance is defined as the lubrication, adjustment, and replacement of parts to restore equipment to good operating condition as per manufacturer's specification. Remedial Maintenance includes all required labor, repair and/or replacement of all Livescan Equipment parts and the System Software with respect to such Livescan Equipment, and the Additional Software regardless of how damaged. With respect to System Software and Additional Software, Remedial Maintenance includes the provision of Updates (as defined below) needed to restore such System Software or Additional Software to good operating condition as per manufacturer's specification.

Contractor shall provide Remedial Maintenance service which ensures that the equipment will be repaired within eight (8) consecutive hours. If a device is out of service for eight consecutive hours from the time Contractor was notified, Contractor shall, by the end of the eighth (8<sup>th</sup>) hour, replace the defective equipment with an operable device until the defective item has been fully repaired. The eight (8) hour clock begins from the time of personal notification to a representative, or message left at call center for Contractor. The Service Technician assigned the service call must return our call within one (1) hour to the LACRIS Help Desk at (562) 345-4400.

Contractor shall provide Remedial Maintenance on an on-call basis. Contractor may attempt to correct the problem by phone or remote access. If Contractor is unable to correct the problem in this manner, Contractor must begin on-site repair within four (4) hours of the time Contractor was initially notified, depending on the availability of the site.

## **6.0 PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS**

Contractor shall provide Preventive Maintenance in accordance with the recommendations and specifications of the original equipment manufacturer for each site and each piece of Livescan Equipment listed on Exhibit C, Maintenance Price Schedule and Equipment List, the System Software with respect to such Livescan Equipment, and any Additional Software. All Preventive Maintenance must be performed during slack times or off-shift hours, when Livescan Equipment is not in use, and must not exceed 1.5 hours per Preventive Maintenance call. Without limiting the requirement that the Preventive Maintenance schedule be in accordance with the recommendations of the original equipment manufacturer, Preventive Maintenance shall be performed every thirty (30) days with fifteen (15) days in between visits with a downtime of no more than 1.5 hours.

Contractor shall provide a Preventive Maintenance service that is consistent with the level of required Remedial Maintenance for a specific location. Preventive Maintenance shall include but is not limited to: checking, cleaning, and calibrating all equipment (including but not limited to: livescan, mug shot camera, printer and other sub-components) at each site to ensure good working condition to manufacturer's specification.

6.1 Site Preventive Maintenance requirements are listed on Exhibit C, Maintenance Price Schedule and Equipment List.

### **6.1.1 Preventive Maintenance- Monthly:**

Due to the high usage or located at a 24/7 (twenty-four hours per day/seven days per week) facility, Preventive Maintenance will be performed on a monthly basis.

## **7.0 ON-SITE CRITICAL PARTS**

Contractor shall provide a list of high usage and critical spare parts for any Livescan Equipment to be stored locally at the Central Site equipment storage in Norwalk, as listed on Exhibit C, Maintenance Price Schedule and Equipment List. This list must be approved by the County Project Manager prior to the actual storage of such parts by Contractor. Any spare part that is used in the recovery from a failure of any component of such Livescan Equipment must be replaced within seventy-two (72) hours at Contractor's expense. The County Project Manager will ensure that periodic inspection of the spare parts is made and the quantity of the spare parts can be verified against the list. Contractor service technicians must have all parts, materials and tools available on-site, when servicing and performing on-site repairs.

## **8.0 ADDITION / DELETION OF COUNTY EQUIPMENT**

County, at its sole discretion, reserves the right to add, replace, or delete like items, of a similar type and/or complexity to those listed in Exhibit C, Maintenance Price Schedule and Equipment List. Pricing for services for such items shall be determined by mutual agreement of the parties and memorialized as provided for in the Agreement, Subparagraph 6.1 (Change Orders and Amendments).

## **9.0 SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

9.1 Contractor shall provide and install all upgrades, enhancements, revisions, improvements, bug fixes, patches and modifications, including, without limitation, those required in order to achieve and maintain the Livescan Equipment's compliance with applicable Federal, State and local laws, rules, regulations and ordinances, to the System Software and Additional Software as they become available, including, but not limited to, auto updating, service packs, operating system updates, critical patches, hardware firmware updates/upgrades and other system updates as necessary (collectively, "Updates"). Contractor hereby grants County a perpetual, irrevocable license to use the Updates.

9.2 Virus protection software shall include automatic updates.

## **10.0 CONTRACTOR'S RESPONSIBILITIES**

10.1 Contractor and each of Contractor's staff (technicians) assigned to this project shall, upon signing an Agreement with County, and prior to commencing Work, complete a Department security clearance check prior to entering any LACRIS livescan facility, accessing any LACRIS livescan device, or any part of livescan network.

10.2 Security clearance shall be reviewed annually and is revocable at any time with or without cause.

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- 10.3 Contractor's employees providing services under this Agreement shall prominently display Contractor-provided identification badges at all times while conducting business at any of the livescan equipment locations.
- 10.4 Contractor shall provide ongoing Remedial and Preventive Maintenance, in accordance with the specific site requirements as outlined in Paragraphs 5.0, 6.0, and 7.0.
- 10.5 Contractor's Project Manager or designee shall meet with County's Project Manager or designee as follows:
  - 10.5.1 Monthly management meeting to discuss project overview.
  - 10.5.2 Bi-monthly regarding maintenance issues.
  - 10.5.3 As needed to discuss other issues. Contractor will be given written or electronic notification seven (7) days prior to the meeting as to the date, time and location.

10.6 Service Calls – Equipment Documentation

Contractor shall maintain a complete service-call tracking system for each equipment item covered under this Agreement which shall minimally include:

- a. Dates and times service calls are placed;
  - b. Dates and times service calls are dispatched and completed;
  - c. Facility from which service call is placed;
  - d. Name of the person who placed the service call;
  - e. Serial number of equipment serviced;
  - f. Description of problem;
  - g. Description of work completed or disposition of Work in progress, including a listing of parts replaced or placed on order;
  - h. Complete, documented service history of each piece of equipment;
  - i. Service technician's full printed name;
  - j. Service technician's signature; and
  - k. Agreement number.
- 10.7 Upon completion of each Preventive Maintenance service or Remedial Maintenance repair service call, as the case may be, Contractor's service technicians shall call County personnel at the LACRIS Help Desk at (562) 345-4400, and provide a disposition (report) within one (1) hour of completing Preventive Maintenance service or Remedial Maintenance repair service call.
- 10.8 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.



## **11.0 CONTRACTOR'S STAFF**

- 11.1 Contractor shall staff one (1) Project Director and one (1) Project Manager to the project. The duties of the Project Director and Project Manager are briefly described in the Agreement, Paragraphs 4.1 and 4.2.
- 11.2 Contractor shall ensure that both the Project Director and Project Manager are able to receive telephonic communication from the Department, as needed, Mondays through Fridays, during normal business hours. Contractor's Project Manager shall act as a central point of contact with the County.
- 11.3 Contractor shall maintain sufficient staff assigned to Los Angeles County and this Agreement to meet the maintenance service requirements herein.

## **12.0 MATERIALS AND EQUIPMENT**

### **12.1 Contractor's Material and Equipment (Tools)**

The purchase of all tools and diagnostic equipment (tools) needed to provide all Work under this Agreement is the responsibility of Contractor.

Contractor shall maintain all of its tools in accordance with the Occupational Safety and Health Act (OSHA), or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality. Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

### **12.2 Material Standards (Maintenance, Repairs, Upgrades)**

Contractor shall use either original equipment manufacturer (OEM) parts or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and shall bear the expense of repairing or replacing damaged County equipment or property.

## **13.0 CONTRACTOR'S DAMAGES / CLEANUP**

- 13.1 All damages incurred to the site of the Livescan Equipment by Contractor shall be repaired or replaced at Contractor's expense.
- 13.2 All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill Contractor.

- 13.3 Upon completion of work, Contractor shall remove remaining excess materials from the Livescan site. Any dirt, stains or residues caused by the work under this Agreement shall be cleaned off and removed.

#### **14.0 CONTRACTOR'S GUARANTEE**

- 14.1 Contractor shall guarantee fully-operational system performance for each item of Livescan Equipment from time to time included in Exhibit C, Maintenance Price Schedule and Equipment List, (which is comprised of a modular configuration of various equipment items) System Software, with respect thereto, and the Additional Software (referred to in this Paragraph 14.0 each as a "system") at a minimum rate of not less than ninety-five percent (95%) annually. Contractor shall review system performance monthly, or as often as necessary to verify the 95% annual performance standard for each year the systems are covered under this Agreement.

#### **14.2 System Downtime (non-operational) Defined**

For purposes of this Agreement, a system is considered non-operational when a) the entire system is not functional, or b) a component of the system, including software, is not working properly and adversely impacting the ability of the system to fully function as intended by the original equipment manufacturer of the affected component.

In either instance, downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner: 1) total hours per day the system is required by the County to be in service, 2) times the number of required days in service per month, 3) times 95%. (Prior to beginning Work under this Agreement, County will provide Contractor with a listing of 'in-service' requirements (hours) for each system listed in Exhibit C, Maintenance Price Schedule and Equipment List.)

#### **14.3 System Downtime Exceptions**

Contractor shall not be responsible for System Downtime which results from any of the following:

1. Facility power failure(s)
2. County data system or network failure
3. County operator error
4. Force majeure events described in Paragraph 16.0 of Exhibit A

For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective system, and provide a revised figure to Contractor. Notwithstanding this Paragraph 14.3, Contractor shall nonetheless provide all repair services required under this Agreement within the time frames, and in the manner set forth in this Agreement.

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- 14.4 For each system which fails to meet the performance standard in any calendar month, Contractor shall issue to County a credit for the following calendar month based upon the monthly service contract price for the system in question, which shall be determined as follows:

<u>Equipment uptime</u>	<u>Applied Invoice Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 80%	25%

- 14.5 Contractor shall, within five (5) business days of the close of each previous month, provide County Project Manager with a summary system status report for all systems then listed in Exhibit C, Maintenance Price Schedule and Equipment List. The summary report shall minimally include: system serial numbers, location of equipment, County's required in-service hours, actual hours in service, percent of hours in operation.
- 14.6 County will review Contractor's service-call tracking system, or other records (see Paragraph 10.6, Service Calls – Equipment Documentation), as often as necessary, but not less than monthly. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.
- 14.7 Contractor shall be considered by County to be in default of this Agreement, and County shall have the right to provide Contractor with notice thereof, for any system which is not in service for eight (8) consecutive hours, and for which Contractor has not provided an adequate remedy (loaner equipment or components) as described in Paragraph 5.0, Remedial Maintenance Service Requirements.

**15.0 CONTRACTOR'S WARRANTY**

In addition to the other warranties elsewhere in this Agreement:

**15.1 To Provide Professional Skills and Performance**

Contractor warrants that all Work performed under this Agreement will be performed in a timely and workmanlike manner using only qualified, skilled, or original equipment manufacturer (OEM) trained and, if applicable, certified maintenance technicians specifically qualified to maintain and repair the Equipment listed in Exhibit C, Maintenance Price Schedule and Equipment List. Further, Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the Livescan Equipment from time to time listed in Exhibit C, Maintenance Price Schedule and Equipment List, associated System

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Software, and the Additional Software, for the same or similar tasks, deliverables, services, and other work. Contractor warrants that it and all staff performing Work hereunder are authorized to perform the Work hereunder, including, if required, by the OEM.

**15.2 To Maintain Equipment within Specifications**

Contractor warrants that it will maintain County's Livescan Equipment, associated System Software, and the Additional Software free from defects in workmanship and materials so that all Livescan Equipment, associated System Software, and Additional Software shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto, as published by the original equipment manufacturer (OEM) of each component thereof.

**16.0 ACCEPTABILITY OF WORK**

All Work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Department personnel designated by the County. All work shall be completed within the time frames specified in Paragraphs 5.0, 6.0 and 7.0, unless otherwise approved by County Project Director.

**17.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

All listings of services used in the PRS, Technical Exhibit 2 of Attachment 1 of this SOW, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and this SOW. In any case of apparent inconsistency between services as stated in the Agreement, this SOW, and the PRS, the meaning apparent in the Agreement and SOW will prevail. If any service created in the PRS is not clearly and forthrightly set forth in the Agreement and the SOW, that portion of the PRS will be null and void.

When Contractor's performance does not conform to the requirements of this Agreement, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by computed amount based on the fee(s) in the PRS.
- Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

**EXHIBIT C**  
**MAINTENANCE PRICE SCHEDULE AND EQUIPMENT LIST**

**[see attached]**

# EXHIBIT C

## Maintenance Price Schedule and Equipment List

Restated under Amendment No. 2

Site Name	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
77th St #1 Male (LAPD)	LAPD Division	CA0194212	L55	07/10/06	235 West 77th Street	Los Angeles	90003	4005-00178	590918	5,367.00	5,635.00	5,832.00	6,036.00
77th St #2 Male (LAPD)	LAPD Division	CA0194212	L56	07/10/06	235 West 77th Street	Los Angeles	90003	2905-00121	590920	5,367.00	5,635.00	5,832.00	6,036.00
77th St #3 Female (LAPD)	LAPD Division	CA0194212	L57	07/10/06	235 West 77th Street	Los Angeles	90003	3505-00165	590921	5,367.00	5,635.00	5,832.00	6,036.00
77th St #4 Female (LAPD)	LAPD Division	CA0194212	L62	07/10/06	235 West 77th Street	Los Angeles	90003	3005-00129	588736	5,367.00	5,635.00	5,832.00	6,036.00
Devonshire Division (LAPD)	LAPD Division	CA0194217	L59	10/24/05	10250 Etiwanda Avenue	Northridge	91325	2905-00127	588721	5,367.00	5,635.00	5,832.00	6,036.00
Foothill Division (LAPD)	LAPD Division	CA0194216	L60	10/25/05	12760 Osborne Street	Pacoima	91351	3005-00132	588722	5,367.00	5,635.00	5,832.00	6,036.00
Hollywood Division #1 (LAPD)	LAPD Division	CA0194206	L63	09/29/05	1358 N Wilcox Ave	Los Angeles	90028	2905-00126	588670	5,367.00	5,635.00	5,832.00	6,036.00
Hollywood Division #2 (LAPD)	LAPD Division	CA0194206	L64	03/07/06	1358 N Wilcox Ave	Los Angeles	90028	3405-00159	590922	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #1 (LAPD)	LAPD Division	CA0194273	L65	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	3405-00148	588713	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #2 (LAPD)	LAPD Division	CA0194273	L66	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	2905-00118	588712	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #3 (LAPD)	LAPD Division	CA0194273	L67	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	2905-00119	588711	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #4 Juvenile (LAPD)	LAPD Division	CA0194273	L68	10/17/05	150 N. Los Angeles Street	Los Angeles	90012	3505-00168	588714	5,367.00	5,635.00	5,832.00	6,036.00
Metro Jail #5 (LAPD)	LAPD Division	CA0194273	M28		150 N. Los Angeles Street	Los Angeles	90012	2605-00083	587662	5,367.00	5,635.00	5,832.00	6,036.00
Pacific Division (LAPD)	LAPD Division	CA0194214	L73	07/05/06	12312 Culver Blvd	Los Angeles	90066	4005-00175	590916	5,367.00	5,635.00	5,832.00	6,036.00
Records & Identification (LAPD)	LAPD Division	CA0194276	L74	07/13/05	150 N. Los Angeles St, Suite 230	Los Angeles	90012	1905-00005	587645	5,367.00	5,635.00	5,832.00	6,036.00
Southwest Division (LAPD)	LAPD Division	CA0194203	L77	06/28/06	1546 W. Martin Luther King Jr. Bl.	Los Angeles	90062	3005-00137	588699	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #1 (LAPD)	LAPD Division	CA0194279	L78	10/26/05	6240 Sylmar Avenue	Van Nuys	91401	3405-00157	588724	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #2 (LAPD)	LAPD Division	CA0194279	L79	10/26/05	6240 Sylmar Avenue	Van Nuys	91401	2905-00120	588725	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #3 Female (LAPD)	LAPD Division	CA0194279	L80	10/26/05	6240 Sylmar Avenue	Van Nuys	91401	3505-00163	588726	5,367.00	5,635.00	5,832.00	6,036.00
Valley Jail #4 (LAPD)	LAPD Division	CA0194279	L61	10/20/05	6240 Sylmar Avenue	Van Nuys	91401	2805-00107	588717	5,367.00	5,635.00	5,832.00	6,036.00
West Valley (LAPD)	LAPD Division	CA0194210	L82	11/01/06	19020 Vanowen St	Reseda	91335-511	3405-00160	591880	5,367.00	5,635.00	5,832.00	6,036.00
Wilshire Division (LAPD)	LAPD Division	CA0194207	L83	07/07/06	4861 West Venice Blvd	Los Angeles	90019	2805-00111	588728	5,367.00	5,635.00	5,832.00	6,036.00
Norwalk Central Site - Dell	LASD - LACRIS - Printer	CA0190040		BEC 4	12440 E. Imperial Hwy	Norwalk	90650			5,367.00	5,635.00	5,832.00	6,036.00
Norwalk Central Site - Lexmark	LASD - LACRIS - Printer	CA0190040		BEC 4	12440 E. Imperial Hwy	Norwalk	90650			5,367.00	5,635.00	5,832.00	6,036.00

## EXHIBIT C

## Maintenance Price Schedule and Equipment List

Restated under Amendment No. 2

Site Name	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Address	City	Zip	Livscan Ser #	Livscan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Records & Identification - PSU #1 (LASD)	LASD - RIB	CA0190047	M33	09/21/05	12440 E. Imperial Hwy	Norwalk	90650	1805-00002		5,367.00	5,635.00	5,832.00	6,036.00
Records & Identification - PSU #2 (LASD)	LASD - RIB	CA0190047	M34		12440 E. Imperial Hwy	Norwalk	90650	3505-00167	591888	5,367.00	5,635.00	5,832.00	6,036.00
Alhambra Court	LASD Court	CA01900Z0	M50	07/07/05	150 Commonwealth Avenue	Alhambra	91801	2305-00069	587635	5,367.00	5,635.00	5,832.00	6,036.00
Beverly Hills Court	LASD Court	CA01900Z2	M51	07/08/05	9355 Burton Way	Beverly Hills	91210	2305-00070	587657	5,367.00	5,635.00	5,832.00	6,036.00
Burbank Court	LASD Court	CA01900Z3	M52	07/19/05	300 East Olive Avenue	Burbank	91502	2505-00077	588652	5,367.00	5,635.00	5,832.00	6,036.00
Central Arraignment Court	LASD Court	CA01900Z4	M53	07/28/05	429 Baughet Street	Los Angeles	90012	2805-00104	588745	5,367.00	5,635.00	5,832.00	6,036.00
Clara Shortridge Flotz Criminal Justice Center (CCB) #1	LASD Court	CA01900Z8	M54	06/07/05	210 West Temple Street	Los Angeles	90012	2105-00019	587597	5,367.00	5,635.00	5,832.00	6,036.00
Clara Shortridge Flotz Criminal Justice Center (CCB) #2	LASD Court	CA01900Z8	M54	06/07/05	210 West Temple Street	Los Angeles	90012	2105-00020	587596	5,367.00	5,635.00	5,832.00	6,036.00
Compton Court	LASD Court	CA01900Z6	M55	09/28/05	200 West Compton Blvd	Compton	90270	2205-00051	588663	5,367.00	5,635.00	5,832.00	6,036.00
Downey Court	LASD Court	CA01900Y2	M56	06/07/05	7500 E Imperial Hwy	Downey	90242	1905-00012	587602	5,367.00	5,635.00	5,832.00	6,036.00
East Los Angeles Court	LASD Court	CA01900Y3	M57	06/08/05	214 South Fetterly Ave	Los Angeles	90022	2105-00018	587599	5,367.00	5,635.00	5,832.00	6,036.00
Eastlake Juvenile Court	LASD Court	CA01900P2	M58	06/08/05	1601 Eastlake Avenue	Los Angeles	91033	2005-00015	587598	5,367.00	5,635.00	5,832.00	6,036.00
Edelman's Children's Court	LASD Court	CA01900Y4	M59	06/09/05	201 Centre Plaza	Monterey Park	91754	2105-00024	587628	5,367.00	5,635.00	5,832.00	6,036.00
El Monte Court (Rio Hondo)	LASD Court	CA01900X9	M60	07/06/05	11234 East Valley Blvd	El Monte	91731	2305-00065	587599	5,367.00	5,635.00	5,832.00	6,036.00
Glendale Court	LASD Court	CA01900Y5	M61	07/06/05	600 East Broadway	Glendale	91206	2305-00058	587632	5,367.00	5,635.00	5,832.00	6,036.00
Inglewood Court	LASD Court	CA01900Y8	M62	07/27/05	1 Regent Street	Inglewood	90301	2205-00042	588675	5,367.00	5,635.00	5,832.00	6,036.00
Kenyon Juvenile Justice Center	LASD Court	CA01900P3	M63	06/10/05	7625 S Central Avenue	Los Angeles	90001	2105-00028	587616	5,367.00	5,635.00	5,832.00	6,036.00
LA Airport Court	LASD Court	CA01900P4	M64	07/13/05	11851 S La Cienega Blvd	Los Angeles	90008	2605-00084	587660	5,367.00	5,635.00	5,832.00	6,036.00
Lancaster Juvenile Justice Center	LASD Court	CA01900Z1	M65	10/12/05	1040 West Avenue J	Lancaster	93534	3005-00135	588706	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach Court	LASD Court	CA01900Y9	M66	09/28/05	415 West Ocean Blvd	Long Beach	90802	2805-00108	588667	5,367.00	5,635.00	5,832.00	6,036.00
Los Cerritos Court	LASD Court	CA01900Y0	M67	09/28/05	10025 East Flower Street	Bellflower	90703	3005-00139	588662	5,367.00	5,635.00	5,832.00	6,036.00
Los Padrinos Juvenile Court	LASD Court	CA01900P6	M68	07/22/05	7285 Quill Drive	Downey	90242	2305-00055	588658	5,367.00	5,635.00	5,832.00	6,036.00
Mental Health Dept. 95	LASD Court	CA01900P1	M69	09/30/05	1150 North San Fernando Road	Los Angeles	90065	3005-00130	588669	5,367.00	5,635.00	5,832.00	6,036.00
Metropolitan Court	LASD Court	CA01900X3	M70	06/09/05	1945 South Hill Street	Los Angeles	90007	2105-00023	587604	5,367.00	5,635.00	5,832.00	6,036.00
Michael D. Antonovich Antelope Valley Court	LASD Court	CA01900N9	M71	10/11/05	42011 4th Street West	Lancaster	93534	3005-00142	588700	5,367.00	5,635.00	5,832.00	6,036.00

## EXHIBIT C

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Norwalk Court	LASD Court	CA019000X5	M72	06/10/05	12720 Norwalk Blvd	Norwalk	91650	1905-00008	587618	5,367.00	5,635.00	5,832.00	6,036.00
Pasadena Court	LASD Court	CA019000X6	M73	09/29/05	300 E Walnut Avenue	Pasadena	91011	2805-00116	588692	5,367.00	5,635.00	5,832.00	6,036.00
Pomona North Court	LASD Court	CA019000X7	M74	06/09/05	350 West Mission Blvd	Pomona	91766	1905-00006	587609	5,367.00	5,635.00	5,832.00	6,036.00
Pomona South Court	LASD Court	CA019000X8	M75	06/08/05	400 Civic Center Plaza	Pomona	91766	1905-00004	587608	5,367.00	5,635.00	5,832.00	6,036.00
San Fernando Court	LASD Court	CA019000P0	M76	07/15/05	900 3rd Street	San Fernando	90310	2505-00079	587649	5,367.00	5,635.00	5,832.00	6,036.00
Santa Clarita Court (Newhall/Valencia)	LASD Court	CA019000X4	M77	07/19/05	23747 W Valencia Blvd	Valencia	91355	2705-00093	587665	5,367.00	5,635.00	5,832.00	6,036.00
Stanley Mosk Courthouse (CCH)	LASD Court	CA019000Z7	M78	06/09/05	111 North Hill Street	Los Angeles	90012	2105-00027	587605	5,367.00	5,635.00	5,832.00	6,036.00
Sylmar Juvenile Court	LASD Court	CA019000P7	M79	07/20/05	16350 Filbert Street	Sylmar	91342	2705-00095	588654	5,367.00	5,635.00	5,832.00	6,036.00
Torrance Court	LASD Court	CA019000Q3	M80	07/29/05	825 Maple Street	Torrance	90503	2805-00117	588732	5,367.00	5,635.00	5,832.00	6,036.00
Van Nuys West Court	LASD Court	CA019000Q5	M81	07/20/05	14400 Elwin Street Mall	Van Nuys	91401	2705-00092	588655	5,367.00	5,635.00	5,832.00	6,036.00
West Covina Court (Citrus)	LASD Court	CA019000Z5	M82	07/22/05	1427 West Covina Parkway	West Covina	91790	1905-00009	587639	5,367.00	5,635.00	5,832.00	6,036.00
Whittier Court	LASD Court	CA019000Q8	M83	06/07/05	7339 S Painter Avenue	Whittier	90602	2105-00021	587606	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #1 Intake (LASD)	LASD Jail	CA01900053	M05	07/25/05	11703 Alameda Street	Lynwood	90262	2205-00047	588742	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #2 Intake (LASD)	LASD Jail	CA01900053	M06	07/27/05	11703 Alameda Street	Lynwood	90262	2305-00060	588676	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #3 Juvenile (LASD)	LASD Jail	CA01900053	M07	07/25/05	11703 Alameda Street	Lynwood	90262	2205-00050	588741	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #4 Womens (LASD)	LASD Jail	CA01900051	M80	03/25/06	11703 Alameda Street	Lynwood	90262	3005-00136	588698	5,367.00	5,635.00	5,832.00	6,036.00
Century Regional Detention Facility #5 Intake (LASD)	LASD Jail	CA01900053	M20	06/25/07	11703 Alameda Street	Lynwood	90262	3505-00162	588707	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #1 Booking (LASD)	LASD Jail	CA01900050	M11	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00031	587620	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #2 Class Rear (LASD)	LASD Jail	CA01900050	M12	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00026	587619	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #4 Class Rear (LASD)	LASD Jail	CA01900050	M14	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00033	587621	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #5 Class Rear (LASD)	LASD Jail	CA01900050	M15	07/21/05	450 Bauchet Street	Los Angeles	90012	2205-00039	587646	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #6 Release (LASD)	LASD Jail	CA01900050	M16	06/13/05	450 Bauchet Street	Los Angeles	90012	2105-00029	587622	5,367.00	5,635.00	5,832.00	6,036.00
Inmate Reception Center #8 DNA Lab (LASD)	LASD Jail	CA01900050	M18	07/21/05	450 Bauchet Street	Los Angeles	90012	2205-00041	587648	5,367.00	5,635.00	5,832.00	6,036.00
Los Angeles County Medical Center - LCMC (LASD)	LASD Jail	CA01900057	M22	07/12/05	1701 West State Street	Los Angeles	90033	2605-00086	587641	5,367.00	5,635.00	5,832.00	6,036.00
Mira Loma Detention Facility #1 (LASD)	LASD Jail	CA01900056	M92	10/10/05	45100 60th Street West	Lancaster	93556	3005-00140	588701	5,367.00	5,635.00	5,832.00	6,036.00



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Mira Loma Detention Facility #2 (LASD)	LASD Jail	CA01900056	M93	10/10/05	45100 60th Street West	Lancaster	93556	3005-00134	588702	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #1 (Reese)	LASD - LACRIS - Testing	CA01900004	M98	06/15/06	12440 E. Imperial Hwy	Norwalk	90650	2105-00025	587610	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #2 (LASD IRC)	LASD - LACRIS - Training	CA01900050	M13	06/16/06	12440 E. Imperial Hwy	Norwalk	90650	2105-00038	590919	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #3 (LAPD 77TH)	LASD - LACRIS - Training	CA0194212	M17	06/17/06	12440 E. Imperial Hwy	Norwalk	90650	2205-00040	587647	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #4 (Long Beach PD)	LASD - LACRIS - Training	CA0194100	L81	06/18/06	12440 E. Imperial Hwy	Norwalk	90650	3505-00169	591886	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #5 (Bell PD)	LASD - LACRIS - Training	CA01900700	L75	08/18/06	12440 E. Imperial Hwy	Norwalk	90650	3105-00145	591883	5,367.00	5,635.00	5,832.00	6,036.00
LACRIS Training #6 (Los Cerritos Court)	LASD - LACRIS - Training	CA019000Y0	L72	10/13/05	12440 E. Imperial Hwy	Norwalk	90650	4005-00174	591881	5,367.00	5,635.00	5,832.00	6,036.00
Altadena Sheriff's Station (LASD)	LASD Station	CA01900007	M01	07/14/05	780 E. Altadena Drive	Altadena	91001	2805-00082	587644	5,367.00	5,635.00	5,832.00	6,036.00
Avalon Sheriff's Station (LASD)	LASD Station	CA01900018	M02	11/02/05	215 Summer Avenue	Avalon	90704	3505-00166	590914	5,367.00	5,635.00	5,832.00	6,036.00
Carson Sheriff's Station (LASD)	LASD Station	CA01900016	M03	10/13/05	21356 South Avalon Blvd	Carson	90745	3405-00152	588708	5,367.00	5,635.00	5,832.00	6,036.00
Cerritos Sheriff's Station (LASD)	LASD Station	CA019000R7	M04	06/10/05	18135 Bloomfield Avenue	Cerritos	90703	2105-00030	587617	5,367.00	5,635.00	5,832.00	6,036.00
Crescenta Valley Sheriff's Station (LASD)	LASD Station	CA01900012	M08	07/14/05	4554 North Briggs Avenue	La Crescenta	91214	2505-00078	587643	5,367.00	5,635.00	5,832.00	6,036.00
East Los Angeles Sheriff's Station (LASD)	LASD Station	CA01900002	M09	07/12/05	5019 East 3rd Street	Los Angeles	90022	2505-00080	587630	5,367.00	5,635.00	5,832.00	6,036.00
Industry Sheriff's Station (LASD)	LASD Station	CA01900014	M10	10/14/05	150 North Hudson Avenue	Industry	91744	2805-00112	588680	5,367.00	5,635.00	5,832.00	6,036.00
Lakewood Sheriff's Station (LASD)	LASD Station	CA01900013	M19	06/10/05	5130 North Clark Avenue	Lakewood	90712	1905-00011	587607	5,367.00	5,635.00	5,832.00	6,036.00
Lancaster Sheriff's Station (LASD)	LASD Station	CA01900024	M21	10/11/05	501 West Lancaster Blvd	Lancaster	93554	3005-00143	588703	5,367.00	5,635.00	5,832.00	6,036.00
Lennox Sheriff's Station (LASD)	LASD Station	CA01900003	M23	10/13/05	4331 Lennox Blvd	Lennox	90304	3005-00138	588709	5,367.00	5,635.00	5,832.00	6,036.00
Lomita Sheriff's Station (LASD)	LASD Station	CA01900017	M24	08/02/05	26123 Narbonne Avenue	Lomita	90717	2805-00109	588661	5,367.00	5,635.00	5,832.00	6,036.00
Lost Hills Sheriff's Station (LASD)	LASD Station	CA01900022	M25	07/18/05	27050 Agoura Road	Agoura Hills	91301	2705-00096	587638	5,367.00	5,635.00	5,832.00	6,036.00
Marina Del Rey Sheriff's Station (LASD)	LASD Station	CA01900065	M26	07/11/05	13851 Fiji Way	Marina Del Rey	90292	2505-00074	587658	5,367.00	5,635.00	5,832.00	6,036.00
Norwalk Sheriff's Station (LASD)	LASD Station	CA01900004	M29	06/13/05	12335 Civic Center Drive	Norwalk	90650	1905-00007	587631	5,367.00	5,635.00	5,832.00	6,036.00
Palmdale Sheriff's Station (LASD)	LASD Station	CA019000W9	M30	06/22/06	750 East Avenue Q	Palmdale	93550	4105-00179	590917	5,367.00	5,635.00	5,832.00	6,036.00
Pico Rivera Sheriff's Station (LASD)	LASD Station	CA01900015	M32	06/14/05	6631 Passons Road	Pico Rivera	90660	2105-00034	587624	5,367.00	5,635.00	5,832.00	6,036.00
Rosemead Public Safety Center (Temple Station)	LASD Station	CA01900005	M40	08/15/06	3018 N. Charlotte Ave	Rosemead	91780	3105-00146	NO	5,367.00	5,635.00	5,832.00	6,036.00
San Dimas Sheriff's Station (LASD)	LASD Station	CA01900008	M35	12/13/05	270 S. Walnut Avenue	San Dimas	91773	3405-00154	590912	5,367.00	5,635.00	5,832.00	6,036.00

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Santa Clarita Valley Sheriff's Station (LASD)	LASD Station	CA01900006	M36	07/20/05	23747 Magic Mountain Parkway	Valencia	91355	2705-00098	588653	5,367.00	5,635.00	5,832.00	6,036.00
Temple Sheriff's Station (LASD)	LASD Station	CA01900005	M37	07/26/05	8838 Las Tunas Drive	Temple City	91780	2205-00046	588679	5,367.00	5,635.00	5,832.00	6,036.00
Walnut Sheriff's Station (LASD)	LASD Station	CA01900020	M38	10/20/05	21645 Valley Boulevard	Walnut	91789	3405-00156	588715	5,367.00	5,635.00	5,832.00	6,036.00
West Hollywood Sheriff's Station (LASD)	LASD Station	CA01900009	M39	07/26/05	720 North San Vicente Blvd	West Hollywood	90069	2205-00043	588743	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD - Records	LBPD			09/26/05	400 West Broadway	Long Beach	90802			5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #1 - Main Jail (Female)	LBPD	CA0194100	L49	09/26/05	400 West Broadway	Long Beach	90802	2905-00124	588738	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #2 - Main Jail (Male)	LBPD	CA0194100	L50	09/26/05	400 West Broadway	Long Beach	90802	2905-00122	588739	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #3 - Main Jail (Male)	LBPD	CA0194100	L51	09/27/05	400 West Broadway	Long Beach	90802	2905-00123	588666	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #4 - Pre-Booking	LBPD	CA0194100	L52	09/27/05	400 West Broadway	Long Beach	90802	2905-00125	588664	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #5 - Pacific (Juvy)	LBPD	CA0194100	L53	09/27/05	1957 Pacific Avenue	Long Beach	90803	3005-00128	588665	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach PD #6 - Main Jail (Reg)	LBPD	CA0194100	M27	07/22/08	400 West Broadway	Long Beach	90802	2105-00036	587623	5,367.00	5,635.00	5,832.00	6,036.00
LA Co Coroners Office #1	Other	CA01900V00	L87	01/12/06	1104 N Mission Road	Los Angeles	90033	2805-00106	588730	5,367.00	5,635.00	5,832.00	6,036.00
LA Co Coroners Office #2 [PDC]	Other	CA01900V00	M31	Pending	1104 N Mission Road	Los Angeles	90033	3105-00144	588704	5,367.00	5,635.00	5,832.00	6,036.00
LA District Attorney's Office	Other	CA019013A	L88	06/08/05	210 West Temple Street 16th Fl	Los Angeles	90012	2005-00016	587603	5,367.00	5,635.00	5,832.00	6,036.00
Alhambra PD	Police	CA0190100	L01	09/30/05	211 South 1st Street	Alhambra	91801	2805-00102	588691	5,367.00	5,635.00	5,832.00	6,036.00
Antelope Valley College Police	Police	CA019A500	L02	10/12/05	3041 West Avenue K	Lancaster	93536	2805-00113	588700	5,367.00	5,635.00	5,832.00	6,036.00
Arcadia PD	Police	CA01900200	L03	07/21/05	250 West Huntington Drive	Arcadia	91007	2705-00094	588657	5,367.00	5,635.00	5,832.00	6,036.00
Azusa PD	Police	CA0190500	L04	10/06/05	725 North Alameda Avenue	Azusa	91702	3005-00141	588695	5,367.00	5,635.00	5,832.00	6,036.00
Baldwin Park PD	Police	CA0190600	L05	07/07/05	14403 South Pacific Avenue	Baldwin Park	91706	2505-00072	587615	5,367.00	5,635.00	5,832.00	6,036.00
Baldwin Park School Police	Police	CA0191N00	L84	03/23/06	3699 N. Holly Ave	Baldwin Park	91706	3405-00158	590925	5,367.00	5,635.00	5,832.00	6,036.00
Bell Gardens PD	Police	CA0190900	L06	10/20/05	7100 Garfield Ave	Bell Gardens	90201	2205-00044	588716	5,367.00	5,635.00	5,832.00	6,036.00
Bell PD	Police	CA0190700	L07	10/06/05	6326 Pine Avenue	Bell	90201	1805-00003	588710	5,367.00	5,635.00	5,832.00	6,036.00
Beverly Hills PD	Police	CA0191000	L08	07/08/05	464 North Rexford Drive	Beverly Hills	90210	2505-00073	587656	5,367.00	5,635.00	5,832.00	6,036.00
Burbank PD	Police	CA0191200	L09	07/19/05	200 North 3rd Street	Burbank	91502	2605-00088	588651	5,367.00	5,635.00	5,832.00	6,036.00
Cal State Northridge Univ PD [San Marino PD]	Police	CA0198400	L38	Pending	18111 Nordhoff St	Northridge	91330	2305-00066	587613	5,367.00	5,635.00	5,832.00	6,036.00

## EXHIBIT C

## Maintenance Price Schedule and Equipment List

Restated under Amendment No. 2

Site Name	Site Type	ORI / DAI / BORI / BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Claremont PD	Police	CA0191300	L10	07/13/05	570 West Bonita Avenue	Claremont	91711	2505-00081	587637	5,367.00	5,635.00	5,832.00	6,036.00
Covina PD	Police	CA0191600	L11	07/11/05	444 North Citrus Street	Covina	91733	2305-00071	587626	5,367.00	5,635.00	5,832.00	6,036.00
Culver City PD	Police	CA0191800	L12	07/08/05	4040 Duquesne Avenue	Culver City	90232	2305-00068	587636	5,367.00	5,635.00	5,832.00	6,036.00
Downey PD	Police	CA0192000	L13	06/06/05	10911 Brookshire Avenue	Downey	90241	2105-00022	587603	5,367.00	5,635.00	5,832.00	6,036.00
El Camino College PD	Police	CA01900C00	L76	01/08/07	16007 S. Crenshaw Blvd	Torrance	90505-0000	3505-00172	591878	5,367.00	5,635.00	5,832.00	6,036.00
El Monte PD	Police	CA0192200	L14	12/01/05	11333 East Valley Blvd	El Monte	91731	2305-00064	590911	5,367.00	5,635.00	5,832.00	6,036.00
El Segundo PD	Police	CA0192300	L15	07/28/05	348 Main Street	El Segundo	90275	2305-00059	588735	5,367.00	5,635.00	5,832.00	6,036.00
Gardena PD	Police	CA0192400	L16	07/26/05	1718 West 162nd Street	Gardena	90247	2205-00052	588673	5,367.00	5,635.00	5,832.00	6,036.00
Glendale PD	Police	CA0192500	L17	07/06/05	131 North Isabel Street	Glendale	91206	2305-00062	587633	5,367.00	5,635.00	5,832.00	6,036.00
Glendora PD	Police	CA0192600	L18	07/29/05	150 South Glendora Avenue	Glendora	91741	2805-00105	588681	5,367.00	5,635.00	5,832.00	6,036.00
Hawthorne PD - Adult	Police	CA0192800	L19	07/25/05	12501 Hawthorne Blvd	Hawthorne	90250	2205-00045	588671	5,367.00	5,635.00	5,832.00	6,036.00
Hawthorne PD - Juvy	Police	CA0192800	L20	07/25/05	12501 Hawthorne Blvd	Hawthorne	90250	2305-00053	588672	5,367.00	5,635.00	5,832.00	6,036.00
Hermosa Beach PD	Police	CA0192900	L21	07/28/05	540 Pier Avenue	Hermosa Beach	90254	2305-00057	588734	5,367.00	5,635.00	5,832.00	6,036.00
Huntington Park PD	Police	CA0193100	L22	07/28/05	6542 Miles Avenue	Huntington Park	90255	2805-00115	588744	5,367.00	5,635.00	5,832.00	6,036.00
Inglewood PD	Police	CA0193300	L23	07/27/05	One Manchester Blvd	Inglewood	90301	2305-00054	588674	5,367.00	5,635.00	5,832.00	6,036.00
Inwindale PD	Police	CA0193400	L24	10/24/05	5050 North Inwindale Avenue	Inwindale	91706	2705-00099	588720	5,367.00	5,635.00	5,832.00	6,036.00
La Verne PD	Police	CA0193800	L25	07/14/05	2061 Third Street	La Verne	91751	2605-00085	587661	5,367.00	5,635.00	5,832.00	6,036.00
Manhattan Beach PD	Police	CA0194400	L26	06/00/06	420 15th Street	Manhattan Beach	90266	4105-00181	591879	5,367.00	5,635.00	5,832.00	6,036.00
Maywood PD	Police	CA0194500	L27	06/14/05	4317 East Slauson Avenue	Maywood	90276	2105-00035	587611	5,367.00	5,635.00	5,832.00	6,036.00
Monrovia PD	Police	CA0194600	L28	10/25/05	140 East Lime Avenue	Monrovia	91016	2805-00103	588723	5,367.00	5,635.00	5,832.00	6,036.00
Montebello PD	Police	CA0194700	L29	07/22/05	1800 West Beverly Blvd	Montebello	90640	2105-00032	587640	5,367.00	5,635.00	5,832.00	6,036.00
Monterey Park PD	Police	CA0194800	L30	10/21/05	310 West Newmark Avenue	Monterey Park	91754	3505-00164	588718	5,367.00	5,635.00	5,832.00	6,036.00
Palos Verdes Estates PD	Police	CA0195100	L31	09/30/05	340 Palos Verdes Drive West	Palos Verdes Es	90274	3005-00131	588668	5,367.00	5,635.00	5,832.00	6,036.00
Pasadena PD #1 (Adult)	Police	CA0195300	L32	06/06/05	207 North Garfield Avenue	Pasadena	91101	1905-00010	587629	5,367.00	5,635.00	5,832.00	6,036.00

## EXHIBIT C

## Maintenance Price Schedule and Equipment List

Restated under Amendment No. 2

Site Name	Site Type	ORI / DAL / BORI / BCOD	LSID	Install Date	Address	City	Zip	Livescan Ser #	Livescan Co #	Price Yr 1	Price Yr 2	Price Yr 3	Price Yr 4
Pasadena PD #2 (Juvy)	Police	CA0195300	L33	09/29/05	207 North Garfield Avenue	Pasadena	91101	2605-00090	588693	5,367.00	5,635.00	5,832.00	6,036.00
Pomona PD	Police	CA0195500	L34	10/24/05	490 West Mission Blvd	Pomona	91766	2705-00101	588719	5,367.00	5,635.00	5,832.00	6,036.00
Redondo Beach PD	Police	CA0195600	L35	07/29/05	401 Diamond Street	Redondo Beach	90277	2305-00061	588731	5,367.00	5,635.00	5,832.00	6,036.00
San Fernando PD	Police	CA0196100	L36	07/18/05	910 1st Street	San Fernando	91340	2705-00097	587664	5,367.00	5,635.00	5,832.00	6,036.00
San Gabriel PD	Police	CA0196200	L37	07/05/05	625 South Del Mar Avenue	San Gabriel	91766	2305-00067	587625	5,367.00	5,635.00	5,832.00	6,036.00
Santa Monica PD	Police	CA0196500	L39	07/12/05	333 Olympic Blvd.	Santa Monica	90401	2605-00087	587659	5,367.00	5,635.00	5,832.00	6,036.00
Sierra Madre PD	Police	CA0196600	L40	10/06/05	242 West Sierra Madre Blvd	Sierra Madre	91024	2705-00100	588696	5,367.00	5,635.00	5,832.00	6,036.00
Signal Hill PD	Police	CA0196700	L41	08/01/05	1800 East Hill Street	Signal Hill	90755	2205-00049	588660	5,367.00	5,635.00	5,832.00	6,036.00
South Gate PD	Police	CA0196900	L42	06/06/05	8610 California Ave.	South Gate	90280	2105-00017	587600	5,367.00	5,635.00	5,832.00	6,036.00
South Pasadena PD	Police	CA0197000	L43	07/21/05	1422 Mission Street	South Pasadena	91030	2605-00089	588656	5,367.00	5,635.00	5,832.00	6,036.00
Torrance PD	Police	CA0197200	L44	07/29/05	3300 Civic Center Drive N	Torrance	90503	2805-00114	588733	5,367.00	5,635.00	5,832.00	6,036.00
UCLA Security PD	Police	CA0199700	L45	10/27/05	601 Westwood Plaza	Los Angeles	90095	3405-00150	588727	5,367.00	5,635.00	5,832.00	6,036.00
Vernon PD	Police	CA0197300	L46	06/14/05	4305 South Santa Fe Avenue	Vernon	90058	2105-00037		5,367.00	5,635.00	5,832.00	6,036.00
West Covina PD	Police	CA0197500	L47	07/11/05	1444 West Garvey Avenue S	West Covina	91790	2505-00075	587627	5,367.00	5,635.00	5,832.00	6,036.00
Whittier PD	Police	CA0197600	L48	10/07/05	7315 South Painter Avenue	Whittier	90601	2805-00110	588697	5,367.00	5,635.00	5,832.00	6,036.00
Alhambra Adult Probation	Probation	CA019233G	L85	07/07/05	200 East Woodward Avenue	Alhambra	91801	2305-00063	587634	5,367.00	5,635.00	5,832.00	6,036.00
Antelope Valley Adult Probation	Probation	CA019203G	L94	12/22/05	321 West Avenue K-4	Lancaster	93534	3405-00151	590924	5,367.00	5,635.00	5,832.00	6,036.00
Barry J. Nidorf Juvenile Hall (San Fernando)	Probation	CA019033G	L95	07/18/05	16350 Filbert Street	Sylmar	91342	2605-00091	587663	5,367.00	5,635.00	5,832.00	6,036.00
Centinella Probation	Probation	CA019063G	L92	12/19/05	1330 West Imperial Highway	Los Angeles	90044	3405-00149	59914	5,367.00	5,635.00	5,832.00	6,036.00
Central Juvenile Hall (Eastlake)	Probation	CA019243G	L86	07/13/05	1605 Eastlake Avenue	Los Angeles	90033	2505-00076	587642	5,367.00	5,635.00	5,832.00	6,036.00
Crenshaw Probation	Probation	CA019173G	L93	12/19/05	3606 West Exposition Blvd	Los Angeles	90016	3405-00153	590915	5,367.00	5,635.00	5,832.00	6,036.00
East San Fernando Probation	Probation	CA019043G	L90	12/19/05	14414 Delano Street	Van Nuys	91401	3505-00161	590923	5,367.00	5,635.00	5,832.00	6,036.00
Harbor Probation	Probation	CA019053G	L54	09/13/06	3221 Torrance Blvd	Torrance	90505	4005-00177	591882	5,367.00	5,635.00	5,832.00	6,036.00
Long Beach Probation	Probation	CA019113G	L58	10/11/06	145 Ocean Blvd	Long Beach	90802	4005-00176	591885	5,367.00	5,635.00	5,832.00	6,036.00
Los Padrinos Juvenile Hall	Probation	CA019073G	L89	07/22/05	7285 Quill Drive	Downey	90242	2205-00048	588659	5,367.00	5,635.00	5,832.00	6,036.00

## EXHIBIT C

Restated under Amendment No. 2

[illegible]

## **EXHIBIT F**

### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

#### **Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held

by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### 2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### 2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### 2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;



11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### 2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

# EXHIBIT G

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Identix Incorporated		
Company Address: 5705 West Old Shakopee Rd., Suite 100		
City: Bloomington	State: MN	Zip Code: 55437
Telephone Number: 952-932-0888		Email address:
Solicitation/Contract For <u>Equipment</u> Services:		

The Proposer/Bidder/Contractor certifies that:



It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Matthew Diederich	Title: V.P. Customer Service
Signature:	Date: March 22, 2011

# CIO ANALYSIS

## AMENDMENT NUMBER TWO TO AGREEMENT 76819 WITH IDENTIX INCORPORATED FOR EQUIPMENT MAINTENANCE SERVICES

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: N/A # of Options N/A

### Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Chief David R. Betkey

### Budget Information :

Y-T-D Contract Expenditures	\$ 4,047,990
Requested Contract Amount	\$ 500,000
Aggregate Contract Amount	\$ 4,547,990

### Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% of the funding for this Amendment is provided by the Los Angeles County Regional Identification System (LACRIS) Fund administered by the Remote Access Network (RAN) Board.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. LACRIS is a criminal identification fingerprint analysis and identification system that is used by the Sheriff and numerous County local law enforcement agencies, including the Los Angeles Police Department, municipal police stations and courts.

### Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided in this Amendment are in support of the County's Strategic Goal 1 – Operational Effectiveness and Goal 5 – Public Safety.

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2010-11 Business Automation Plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? LACRIS complies with the following Strategic Directions: <ul style="list-style-type: none"> <li>• Conduct government electronically by using digital and information technology for fingerprint analysis and identification; and</li> <li>• Utilization of enterprise solutions to meet common business needs of the regional law enforcement agencies.</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The technology used by LACRIS is a highly specialized and proprietary and is utilized specifically for fingerprint analysis and identification.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

### Project/Contract Description:

The Sheriff's Department is seeking Board approval of an Amendment to the Agreement with Identix (Amendment) to:

1. Establish a \$500,000 contingency fund to the Agreement with Identix for hardware, software, and professional services to support the ongoing operations of the livescan equipment, as needed; and
2. Provide delegated authority to execute work orders and change notices using the contingency funds.

Identix is also in the process of being acquired by Morpho Track, a wholly owned subsidiary of SAFRAN USA. The Amendment also includes provisions to preserve Identix's obligation to maintain and support the livescan devices under the current terms of the Agreement.

### Background:

The Sheriff's Department maintains the County's LACRIS network of criminal identification livescan fingerprint workstations. These workstations are located in every full service Sheriff and police station in Los Angeles County. The equipment is also used in the Los Angeles County and Los Angeles City jails, courts, juvenile detention facilities, as well as the District Attorney, Coroner, and Adult Probation.

The LACRIS network is interfaced to numerous County systems: the Sheriff's Automated Justice Information System (AJIS), the Sheriff's mug shot image management system, the California Department of Justice's Automated Fingerprint Identification System (AFIS), the

Sheriff's Custody Division's Inmate Movement Management System (DIMMS), as well as local law enforcement agency record management systems.

Livescan equipment and software are proprietary and can only be maintained by Identix, who does not license or authorize any third party to maintain its equipment.

**Project Justification/Benefits:**

The LACRIS system provides numerous County and local agencies, including the Sheriff's Department, Los Angeles Police Department (LAPD), local police stations, and courts with accurate identification services for law enforcement prosecution, identification and investigation purposes. This Amendment will allow the Sheriff's Department to make software revisions/enhancements and develop or modify interfaces, as needed, to support the participating law enforcement agencies.

**Project Metrics:**

The Agreement clearly identifies the service levels to be provided by the contractor for the term of the Agreement.

**Impact on Service Delivery or Department Operations, if Proposal is Not Approved:**

This Amendment, if not approved, will cause LASD to be unable to support LACRIS, which will significantly hamper the provision of fingerprint analysis and identification services to law enforcement agencies within the County.

**Alternatives Considered:**

No alternatives currently exist that would provide uninterrupted equipment maintenance services.

**Project Risks:**

There is minimal project risk since LASD has been using consulting services from Identix to maintain livescan equipment and peripherals since 1996 and is satisfied with the level of service and quality of deliverables provided by the Contractor.

The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any security risks or issues.

**Risk Mitigation Measures:**

Adequate mitigation measures have been established in the Agreement and its Service Level Agreement. All work to be completed under this Amendment will be specified in a work order that will describe the tasks and deliverables and comply with the Agreement and its Service Level Agreement.

**Financial Analysis:**

The cost of this Amendment (\$500,000) is 100% funded by LACRIS Fund administered by the Remote Access Network Board and does not include any Net County Cost.

**CIO Concerns:**

None.

**CIO Recommendations:**

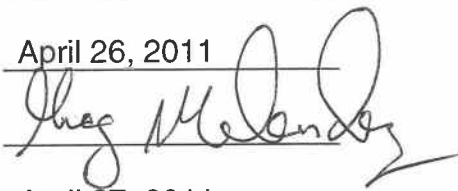
My Office supports this action and recommends approval by the Board.

**CIO APPROVAL**

Date Received: April 18, 2011

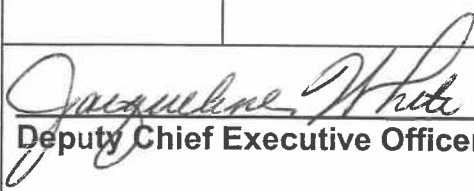
Prepared by: Peter Loo

Date: April 26, 2011

Approved: 

Date: April 27, 2011

## SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
✓	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
✓	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Deputy Chief Executive Officer, CEO           </div> <div style="text-align: center;"> <u>08/11/10</u>              Date           </div> </div>	

## SOLE SOURCE QUESTIONNAIRE

It is the policy of the ``County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

### **DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:**

**1. What is being requested?**

The Los Angeles County Sheriff's Department, through proprietorship of Los Angeles County Regional Identification System, maintains the world's largest network of criminal identification livescan fingerprint workstations. The 173 livescan devices, known in the industry as *tenprinters*, are located at every Sheriff's station, law enforcement agency, jail facility, and court within Los Angeles County. Tenprinters are also installed at the Los Angeles County Coroner's Office, District Attorney's Office, and Probation Department.

In 2005, through competitive bid, Identix Corporation (Identix) was awarded the ISD contract in the amount of over six million dollars for the purchase of newer more advanced tenprint machines, printers, and peripheral equipment to replace the equipment purchased via the 1993 contract. The network is interfaced with the Automated Jail Information System (AJIS), a mug shot image management system, the Custody Division Inmate Management System, local agency record management systems, and the Department of Justice Automated Fingerprint Identification System (AFIS). System development, resulting in any change or modification of the interfaced systems, further impacts the configuration of the livescan network. These changes, which are outside our control, require on-going development and alteration to our system. Criminal identification requirements further influence evolution of the system with new functions and processes.

This request is for the encumbrance of a \$500,000 contingency fund.

**2. Why is the product needed - how will it be used?**

This contingency fund will be utilized for future needs, including new software, hardware, and engineering services over the life of the current system.

**3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product**

Yes, the livescan system is proprietary and can only be maintained by the vendor. This system also feeds other County and Statewide systems.



4. **Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**

No. The Identix system is proprietary. This vendor is required to provide service and maintenance to the livescan system and equipment. This negates purchasing this product from another vendor.

5. **Will purchase of this product avoid other costs, e.g. data conversion, etc. Or will it incur additional costs, e.g. training, conversion, etc.?**

Yes. Purchasing necessary software, hardware, and engineering services to keep the current system functioning adequately is more cost effective at this time than purchasing an entirely new livescan system.

6. **Is the product proprietary or is it available from various dealers? Have you verified this?**

This product is proprietary.

7. **Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?**

The Identix brand livescan equipment and software is designed for the Los Angeles County Sheriff's Department.

8. **What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**

The livescan system was purchased under purchase order number R42145 for over six million dollars in 2005. Extended maintenance (December 2008 – November 2012) was purchased under contract number 78619 for over four million dollars.